# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

See Attached

Confirmation No.:

See Attached

Serial No.:

See Attached

Group Art Unit:

See Attached

Filed:

See Attached

Examiner:

See Attached

For:

See Attached

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

# REVOCATION AND NEW POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

An assignment document, a copy of which is enclosed herewith and is being recorded with the U.S. Patent and Trademark Office concurrently herewith;
An assignment previously recorded in the U.S. Patent and Trademark Office at Reel , Frame .

Please direct all telephone calls and correspondence to:

CUSTOMER NUMBER:

58249

COOLEY LLP ATTN: Patent Group

777 6<sup>th</sup> Street NW, Suite 1100 Washington, DC 20001

> Tel: (858) 550-6000 Fax: (202) 842-7899

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Signature:

Name:

Len Lauer Director

Title:

Company: Zamtec Limited

### Exhibit 9.1

#### Patent Assignment

#### **ASSIGNMENT**

WHEREAS, Silverbrook Research Pty. Limited and Clamate Pty Ltd (the "Assignors"), the Memjet Companies, and others have entered into that certain agreement dated 3 May 2012 among Assignors, the Memjet Companies, and others (the "Agreement") respecting the "Memjet IP Rights" as described in said Agreement;

WHEREAS, Zamtec Limited (the "Assignee") is one of the Memjet Companies;

WHEREAS, pursuant to the Agreement, the Assignors assigned to the Assignee all right, title and interest in and to the Memjet IP Rights and in and to any and all Letters of Patent of the United States and all foreign countries which have been or may be obtained respecting the Memjet IP Rights;

WHEREAS, pursuant to the Agreement, the Assignors assigned to Assignee all right, title, and interest in those patent applications and patents set forth in Exhibit A attached hereto (the "Patents").

NOW THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Effective 3 May 2012 (Pacific Standard Time, USA), the Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, all right, title and interest in and to the Memjet IP Rights, the Patents, and all patents and patent applications related to the Memjet IP Rights and the Patents, including but not limited to any provisionals, nonprovisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutes, renewals, or improvements thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said Memjet IP Rights or Patents, including the right to sue and collect damages for past, present, and future infringement of those patents (the "Assigned IP").

The Assignors hereby request that any and all patents for said Memjet IP Rights be issued to Assignee, its successors, assigns and legal representatives, or to such nominees as they may designate to the full end of the term for which said patents may be granted.

The Assignors hereby agree that, when requested, the Assignors will in good faith, without charge to Assignee but at the Assignee's expense, sign all papers, take all rightful oaths, communicate to Assignee all known facts relating to any improvements and the history thereof, and do all acts which may be necessary, desirable or convenient for securing, maintaining and enforcing patents for said inventions in any and all countries and for vesting title thereto in Assignee, its successors, assigns, legal representatives or nominees.

The Assignors hereby authorize and empower Assignee, its successors, assigns, legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for all inventions related to the Assigned IP filed by it or them, the benefit of the right of priority, including but not limited to such right provided by the provisions of any convention

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## COMPLETE COPY - 3 May 2012

or treaty, and to invoke and claim such right of priority without further written or oral authorization from the Assignors.

The Assignors hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee or its nominees to claim the aforesaid benefit of the right of priority, including but not limited to that provided by any convention or treaty.

The Assignors hereby covenant with Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, that the Assignors have full right to convey the same as herein expressed free and clear of all liens, claims, and encumbrances, and that this Assignment shall be binding on each of the Assignors' heirs, assigns, representatives and successors.

In cases where such information is missing, the Assignors grant Assignee and its agents or representatives the right to modify this document to indicate the filing date and serial number assigned to the U.S. Provisional and/or Nonprovisional Patent Application(s) this Assignment relates to.

In the event Assignee is unable, after reasonable effort, to secure either of the Assignor's signature on any documents relating to protection or maintenance of the inventions, applications or patents to which this Assignment relates, whether because of an Assignor's physical or mental incapacity or for any other reason, the Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and on their behalf to execute and file any documents necessary to register the Assignee as proprietor of the Assigned IP and to file any application or applications and to do all other lawfully permitted acts to further the prosecution, issuance, and maintenance of the Assigned IP with the same legal force and effect as if personally executed by an Assignor.

This Assignment shall be subject to, and interpreted by and in accordance with, the laws of England.

Silverbrook Research Pty. Li and Clamate Pty Limited	imited
By Cul	
Kia Silverbrook	
By Janette Lee	
Zamtec Limited	
Ву	

#### COMPLETE COPY - 3 May 2012

or treaty, and to invoke and claim such right of priority without further written or oral authorization from the Assignors.

The Assignors hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee or its nominees to claim the aforesaid benefit of the right of priority, including but not limited to that provided by any convention or treaty.

The Assignors hereby covenant with Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, that the Assignors have full right to convey the same as herein expressed free and clear of all liens, claims, and encumbrances, and that this Assignment shall be binding on each of the Assignors' heirs, assigns, representatives and successors.

In cases where such information is missing, the Assignors grant Assignee and its agents or representatives the right to modify this document to indicate the filing date and serial number assigned to the U.S. Provisional and/or Nonprovisional Patent Application(s) this Assignment relates to.

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This Assignment shall be subject to, and interpreted by and in accordance with, the laws of England.

nd Clamate Pty Limited
Ву
Kia Silverbrook
By
Janene Lee
Zamtec Limited
By You
ANTHONY BUDBY

Silverbrook Research Pty. Limited

Exhibit A

## Patents and Patent Applications Included in Memjet IP Rights

Official #	Country	Title	Status	Priority date	Sealing date
6067797	United States of America	Thermal Actuator	Granted	15 July 1997	30 May 2000
6071750	United States of America	Method of Manufacture of a Paddle Type Ink Jet Printer	Granted	15 July 1997	6 June 2000
6110754	United States of America	Method of Manufacture of a Thermal Elastic Rotary Impeller Ink Jet Print Head	Granted	15 July 1997	29 August 2000
6171875	United States of America	A Method of Manufacture of a Radial Back-Curling Thermoelastic Ink Jet Printer	Granted	15 July 1997	9 January 2001
6180427	United States of America	A Method of Manufacture of a Thermally Actuated Ink Jet Including a Tapered Heater Element	Granted	15 July 1997	30 January 2001
6188415	United States of America	Ink Jet Printer Having a Thermal Actuator Comprising an External Coil Spring	Granted	15 July 1997	13 February 2001
6190931	United States of America	A Method of Manufacture of a Linear Spring Electromagnetic Grill Ink Jet Printer	Granted	15 July 1997	20 February 2001
6209989	United States of America	Dual Chamber Single Actuator Ink Jet Printing Mechanism	Granted	15 July 1997	3 April 2001
6213588	United States of America	Electrostatic Ink Jet Printing Mechanism	Granted	15 July 1997	10 April 2001
6213589	United States of America	Planar Thermoelastic Bend Actuator Ink Jet Printing Mechanism	Granted	15 July 1997	10 April 2001
6214244	United States of America	Method of Manufacture of a Reverse Spring Lever Ink Jet Printer	Granted	15 July 1997	10 April 2001
6217153	United States of America	Single Bend Actuator Cupped Paddle Ink Jet Printing Mechanism	Granted	15 July 1997	17 April 2001
6217165	United States of America	Ink and Media Cartridge with Axial Ink Chambers	Granted	15 July 1997 <sub>.</sub>	17 April 2001
6220694	United States of America	Pulsed Magnetic Field Ink Jet Printing Mechanism	Granted	15 July 1997	24 April 2001
6224780	United States of America	Method of Manufacture of a Radiant Plunger Electromagnetic Ink Jet Printer	Granted	23 September 1997	1 May 2001
6225138	United States of America	Method of Manufacture of a Pulsed Magnetic Field Ink Jet Printer	Granted	15 July 1997	1 May 2001
6227652	United States of America	Radiant Plunger Ink Jet Printer	Granted	15 July 1997	8 May 2001

Official #	Country	Title	Status	Priority date	Sealing date
7566125	United States of America	Print Engine with Printheads Located Proximal to a Pinching Zone.	Granted	16 February 2007	28 July 2009
7566182	United States of America	Printhead That Uses Data Track for Print Registration On Print Medium	Granted	9 November 1998	28 July 2009
7568786	United States of America	Printhead Assembly Having Selected Drive Electronics	Granted	6 November 2006	4 August 2009
7568787	United States of America	Printhead Including Seal Membrane	Granted	12 March 2007	4 August 2009
7568788	United States of America	Printhead with Barrier At Chamber Inlet	Granted	15 July 1997	4 August 2009
7568789	United States of America	Pagewidth Printhead with Nozzle Arrangements for Weighted Ink Drop Ejection	Granted	14 July 2008	4 August 2009
7568790	United States of America	Printhead Integrated Circuit with an Ink Ejecting Surface.	Granted	6 March 2000	4 August 2009
7568791	United States of America	Nozzle Arrangement with a Top Wall Portion Having Etchant Holes Therein	Granted	15 July 1997	4 August 2009
7570389	United States of America	A Printing and Display Device Incorporating a Replaceable Ink Cartridge	Granted	20 March 2003	4 August 2009
7571541	United States of America	Method of Producing a Printhead for an Inkjet Printer Controller	Granted	10 January 2005	11 August 2009
7571972	United States of America	Printer with a Processor Having Bused Decoding and Expansion Units	Granted	9 November 1998	11 August 2009
7571983	United States of America	Wide-Format Printer with a Pagewidth Printhead Assembly	Granted	8 June 1998	11 August 2009
7571988	United States of America	Variable-Volume Nozzle Arrangement	Granted	23 November 2008	11 August 2009
7572000	United States of America	Platen for a Print On Demand Digital Device	Granted	15 July 1997	11 August 2009
7575151	United States of America	Binding Printer Having Straight Media Path	Granted	12 June 2008	18 August 2009
7575297	United States of America	Method of Unublocking Nozzles in a Printhead	Granted	16 October 1998	18 August 2009
7575298	United States of America	Inkjet Printhead with Ink Supply Passage to Nozzle Etched from Opposing Sides of Wafer	Granted	15 July 1997	18 August 2009
7575313	United States of America	Printing Cartridge Bearing Indicia	Granted	15 July 1997	18 August 2009
7575316	United States of America	Media Web Cartridge Removably Mountable to Printing System	Granted	15 July 1997	18 August 2009
7578569	United States of America	Printhead with Variable Nozzle Firing Sequence	Granted	16 October 1998	25 August 2009